

**A RESOLUTION BY
TRANSPORTATION COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE A MUTUAL AID AGREEMENT WITH COLLEGE PARK TO PROVIDE MUTUAL AID AND ASSISTANCE BETWEEN THE CITY OF ATLANTA FIRE DEPARTMENT AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT AND THE COLLEGE PARK FIRE DEPARTMENT, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta, Georgia owns and operates the William H. Hartsfield Jackson Atlanta International Airport, a portion on which lies within the jurisdiction of College Park; and

WHEREAS, College Park and the City of Atlanta, Georgia have determined that it is to the mutual advantage and benefit of each of the parties that they render supplemental fire prevention, fire suppression, emergency medical, hazardous material or technical rescue incident or other local emergency, and take part in joint training exercises; and

WHEREAS, it is the desire of the signatories to enter into this agreement for mutual and first response, pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3; and

WHEREAS, Section 36-69-1, Et. seq. of the Official Code of Georgia authorizes extraterritorial cooperation and assistance to local fire departments and law enforcement agencies; and

WHEREAS, the Mayor and Council of the City of Atlanta have determined it to be in the best interest of the citizens of Atlanta to provide for their mutual aid and protection in local emergencies by entering into a mutual aid agreement with College Park.

BE IT THEREFORE RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor is hereby authorized to execute on behalf of the City of Atlanta, Georgia, that intergovernmental Agreement entitled, "AGREEMENT FOR MUTUAL AID," in substantial form to that document attached as Exhibit "A" hereto for the mutual provision of fire protection between the fire departments of the City of Atlanta at Hartsfield-Jackson Atlanta International Airport and College Park.

BE IT FINALLY RESOLVED, that said agreement will not become binding on the City and the City will incur no liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to TSA.

Exhibit "A"

AGREEMENT FOR MUTUAL AID

This Agreement is made and entered into this ____ day of _____, by and between the City of College Park, a political division of the State of Georgia, acting by and through its duly elected Mayor and Council, and the City of Atlanta, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia, acting by and through its duly elected city officials.

WITNESSETH:

WHEREAS, the City of College Park and the City of Atlanta, Georgia each maintain and staff a fire department for the purpose of fire prevention, fire suppression, emergency medical, hazardous material, technical rescue and support services;

WHEREAS, the City of College Park and the City of Atlanta, have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire prevention, fire suppression, emergency medical, hazardous material, technical rescue and support assistance to the other party in the event of a fire, emergency medical, hazardous material or technical rescue incident or other local emergency, and to take part in joint training exercises;

WHEREAS, it is the desire of the parties hereto to enter into this agreement for mutual aid pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section 11, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A § 36-69-1, et. seq. "The Georgia Mutual Aid Act".

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE I-MUTUAL AID

Paragraph 1.1 The City of College Park Fire Department and the City of Atlanta Fire Department agree to provide mutual aid to each other. This agreement is a reciprocal contract. Any party to this agreement may be requested by another party to provide mutual aid.

Paragraph 1.2 The level of mutual aid extended shall be agreed upon by the City of College Park Fire Chief, or designee, and the City of Atlanta Fire Chief or designee. Upon approval from the Fire Chief or designee providing aid, the party providing aid shall determine the actual amount of equipment and staff it will supply or make available in each instance or emergency, based upon the available personnel, equipment and local conditions at the time of the emergency.

Paragraph 1.3 It is expressly agreed that the mutual aid actually provided may be recalled at the discretion of the Fire Chief or designee of the jurisdiction providing aid.

Paragraph 1.4 It is further agreed that the parties will participate in joint training exercises at least annually to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Fire Chiefs for each party.

ARTICLE II- SUPERVISION

Paragraph 2.0 The City of College Park will dispatch and furnish a Battalion or Assistant Chief Officer. The Chief Officer shall coordinate and command all responding resources until command is transferred to an equal or higher ranked Chief Officer of the jurisdiction having authority.

Paragraph 2.1 Personnel who are furnished will work under their own supervisors and with their own equipment to the extent possible.

Paragraph 2.2 All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the aid except as provided in Paragraph 3.1.

Paragraph 2.3 In the event reimbursement for services is required, it shall be provided by each party pursuant to this Agreement and shall be through existing reimbursement policies and procedures.

ARTICLE III – LIABILITY

Paragraph 3.1 No employee of the jurisdiction providing aid shall be liable for failure to respond to an incident due to resource limitations or as a result of any act or omission in good faith to fulfill the terms of this Agreement.

Paragraph 3.2 Nothing contained in this Agreement shall be construed to create an employment or agency relationship between the employees providing aid and the jurisdiction receiving aid. Each jurisdiction shall continue to provide its employees with all compensation and benefits they are entitled to when the employees are providing services in another jurisdiction pursuant to this Agreement.

Paragraph 3.3 All damages or repairs to any equipment or apparatus shall be the responsibility of the jurisdiction that owns such equipment or apparatus. Compensation for damages to equipment or apparatus that occurs during a natural disaster, a state of emergency, as declared by a local, state, or federal governing authority, or any other incident for which state or federal aid is provided to the jurisdiction requesting aid, shall

be distributed to the jurisdiction providing aid in proportion to the level of actual involvement incurred while providing mutual or automatic aid.

Paragraph 3.4 Nothing contained in this Agreement shall be construed to be a waiver of either jurisdiction's sovereign immunity, any individual's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

ARTICLE IV-COMPENSATION

Paragraph 4.0 No party under this Agreement will be required to pay any compensation to the other party under this agreement for services rendered pursuant to this Agreement.

Paragraph 4.1 The mutual advantage and protection afforded by this Agreement is considered adequate compensation to both parties.

Paragraph 4.2 Each party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other party.

Paragraph 4.3 Each party shall pay its own personnel without cost to the other party.

ARTICLE V-RELEASE OF CLAIMS

Paragraph 5.0 Each of the parties agree to hold harmless, defend, indemnify and release the other party from any and all liabilities, suits, claims, judgments, cost or demands for damage to its own property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party during the provision of service pursuant to this Agreement.

ARTICLE VI-INJURIES TO PERSONNEL

Paragraph 6.0 Any damage or other compensation which is required to be paid to any fire employee by reason of their injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that person.

ARTICLE VII-NO BENEFIT TO THIRD PARTIES

Paragraph 7.0 This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of the third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE VIII-TERM OF AGREEMENT

Paragraph 8.0 This Agreement shall commence upon its approval by the respective governing bodies of the parties and shall continue until December 31. This Agreement shall be reviewed and renewed annually by the parties on January 1st, and each year thereafter on January 1st for up to five additional years (final term ending on December 31, 2014) unless and until such time as written notice of termination or notification is received by either party at least ninety (90) days prior to the expiration of the term of the first term or any renewal term thereafter.

Paragraph 8.1 Nothing in this Article shall preclude termination pursuant to Article XII.

ARTICLE IX -STANDBY OF EQUIPMENT

Paragraph 9.0 Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary for its own department.

ARTICLE X-ADMINISTRATION

Paragraph 10.0 It is agreed by each of the parties that for the purpose of liaison and administration, the City of College Park Fire Chief and the City of Atlanta Fire Chief shall be jointly responsible.

ARTICLE XI- CONSTRUCTION

Paragraph 11.0 Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under a mutual aid agreement as specifically provided by the laws of the State of Georgia.

ARTICLE XII -TERMINATION

Paragraph 12.0 Either party to this Agreement may terminate the Agreement by giving no less than ninety (90) days written notice to the other party and upon the running of ninety (90) days from such written notice, this Agreement shall be terminated.

ARTICLE XIII- ADEQUATE COVERAGE FOR OWN JURSDICITION

Paragraph 13.1 Each jurisdiction is responsible for providing adequate coverage for its own department. Each party's foremost responsibility is to its own citizens. The provisions of this agreement shall not be construed to impose an unconditional obligation on any party to this agreement to provide aid and assistance pursuant to a request from another party. When a party is unable to honor a request for aid and assistance, the party will immediately inform the party requesting aid that it will not be able to provide mutual aid.

Paragraph 13.2 In the event that a jurisdiction has dedicated a major amount of fire suppression or specialized equipment to an incident, the jurisdiction may request aid to cover vacant areas by relocating mutual aid units into the effected jurisdiction.

ARTICLE XIV- ENTIRE AGREEMENT

Paragraph 14.1 This Agreement shall constitute the entire agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

Paragraph 14.2 This Agreement shall be the sole instrument for the provision of mutual aid for emergency fire service between the parties.

ARTICLE XV-SEVERABILITY OF TERMS

Paragraph 15.0 In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI-GOVERNING LAW

Paragraph 16.0 This Agreement shall govern in all respects as to the validity, construction, capacity, or otherwise by the laws of the State of Georgia.

(The remainder of this page will remain Blank)

IN WITNESS WHEREOF, the parties, acting by and through their duly authorized officers, have caused their hands and seals to be hereunto affixed, the day and year first above written

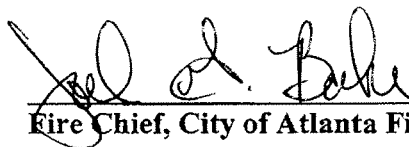
COLLEGE PARK, GEORGIA

ATLANTA, GEORGIA

Mayor, City of College Park

Mayor, City of Atlanta

Fire Chief, City of College Park



Fire Chief, City of Atlanta Fire

Attest:

Attest:

Clerk, City of College Park

Clerk, City of Atlanta

APPROVED AS TO FORM:

Attorney, City of College Park

Attorney, City of Atlanta

Legislative White Paper

Committee of Purview: PUBLIC SAFETY AND LEGAL ADMINISTRATION

Caption

AN RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO AND EXECUTE AN MUTUAL AID AGREEMENT WITH THE CITY OF COLLEGE PARK TO PROVIDE MUTUAL AID AND ASSISTANCE BETWEEN THE ATLANTA FIRE RESCUE DEPARTMENT AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT AND THE COLLEGE PARK FIRE DEPARTMENT AND FOR OTHER PURPOSES.

Council Meeting Date: December 7, 2009

Legislation Title: Mutual Aid with the City of College Park and Atlanta

Requesting Dept.: Atlanta Fire Rescue

Contract Type: NA

Source Selection: NA

Bids/Proposals Due: NA

Invitations Issued: NA

**Number of Bids/
Proposals Received:** NA

Bidders/Proponents: NA

Background: The City of College Park and the City of Atlanta, Georgia have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention and emergency medical to the other party in the event of fire or other local emergency, and to take part in the joint training exercises.

Fund Account Center: NA

Source of Funds: NA

Fiscal Impact: NA

Term of Contact: Until terminated by either party as outlined within the agreement

Prepared By: Wilmond Meadows – (404) 449-2682

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Commissioner Signature _____

Originating Department: Fire and Rescue **Contact (name)** Wilmond Meadows

Committee(s) of Purview: ~~Public Safety and Legal Administration Committee~~

Committee Deadline: _____

Committee Meeting Date(s): 12/1/09 **Full Council Date:** 12/7/09

CAPTION

AN RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO AND EXECUTE AN MUTUAL AID AGREEMENT WITH THE CITY OF COLLEGE PARK TO PROVIDE MUTUAL AID AND ASSISTANCE BETWEEN THE ATLANTA FIRE RESCUE DEPARTMENT AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT AND THE COLLEGE PARK FIRE DEPARTMENT AND FOR OTHER PURPOSES.

BACKGROUND/PURPOSE/DISCUSSION:

The City of College Park and the City of Atlanta, Georgia have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention and emergency medical to the other party in the event of fire or other local emergency, and to take part in the joint training exercises.

FINANCIAL IMPACT (if any): None

Mayor's Staff Only

Received by Mayor's Office: _____

(date)

Reviewed by: _____

(date)

Submitted to Council: _____

(date)